

# EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

|                                   |   |                              |
|-----------------------------------|---|------------------------------|
| ROBERT V. TOWNES, IV,             | ) |                              |
| Individually and on behalf of all | ) |                              |
| Persons similarly situated,       | ) |                              |
|                                   | ) |                              |
| Plaintiff,                        | ) |                              |
|                                   | ) |                              |
| v.                                | ) | Civil Action No. 04-1488-JJF |
|                                   | ) |                              |
| TRANS UNION, LLC and              | ) |                              |
| TRUELINK, INC.,                   | ) |                              |
|                                   | ) |                              |
| Defendants.                       | ) |                              |

**HEARING ORDER**

WHEREAS,

A. On April 5, 2007, Plaintiff, on behalf of himself and each member of a proposed Settlement Class, and Trans Union, LLC and TransUnion Interactive, Inc. (formerly known as TrueLink, Inc.) (collectively “Defendants”), entered into a settlement (the “Settlement”) of the claims asserted in the above-captioned action (the “Action”), the terms of which are set forth in a Stipulation Of Settlement (the “Stipulation”);

B. The Parties have requested, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, an Order preliminarily approving the settlement in accordance with the Stipulation and providing notice to members of the Settlement Class; and

C. The Court having read and considered the Stipulation and the proposed (1) Email Notice and Long-Form Notice and (2) Final Judgment and Order of Dismissal (the “Judgment”), and finding that substantial and sufficient grounds exist for entering this Hearing Order;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Stipulation.
2. Solely for purposes of the Settlement, the Action shall be preliminarily maintained as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3) on behalf of the Settlement Class consisting of all individuals, regardless of where they reside, who, between December 1, 1999 and the date of this Hearing Order, entered into an agreement with any of the Defendants to purchase any of the following Offerings through Defendants' Websites, but did not later obtain a complete refund from any source, and received said Offering: credit score, credit monitoring (offered at various times under one or more of the following names: Trans Union Credit Monitoring, Trans Union Credit Monitoring Unlimited, Credit Monitoring, Weekly Credit Alerts, Credit Watch, Trans Union Credit Alerts, 3-Bureau Credit Monitoring, Credit Inform, Credit Monitor, ID Fraud Watch, Free Credit Profile and Credit Monitoring Plus FICO Score), Debt Analysis, Borrowing Power Analysis, or knowyourloanrate mortgage preparation kit (offered at various times as Mortgage Rate Wizard or Mortgage Rate Simulator). The law firms of Pope, McGlamry, Kilpatrick, Morrison & Norwood, LLP and Battle, Fleenor, Green, Winn & Clemmer, LLP are preliminarily appointed and certified as Class Counsel.
3. The Court preliminarily approves the Settlement, as reflected in the Stipulation, as being fair, just, reasonable and adequate, pending a final hearing on the Settlement.
4. Prosecution by any member of the Settlement Class of any action or claim that is subject to the release and dismissal contemplated by the Settlement is hereby enjoined.

5. Defendants shall cause notice of the proposed Settlement and the hearing on the proposed Settlement and Class Counsels' application for an award of attorneys' fees and payment of expenses to be provided to members of the Settlement Class as follows:

a. Not later than thirty (30) days following the date of this Order (the "Notice Date"), Defendants shall cause a copy of the Email Notice, substantially in the form annexed hereto as Exhibit A-1, to be sent to all members of the Settlement Class via email to the email address of each such person as set forth in the records of Defendants, and for any Class member(s) for whom the Email Notice was undeliverable, Defendants shall cause a Postcard Notice to be sent via first class mail to the last known address, as updated using the National Change of Address process, which postcard shall set forth the objection and Opt-Out dates, the HTML or web address of the Settlement Website, and the toll-free telephone number at which assistance will be available;

b. Not later than thirty (30) days following the date of this Order (the "Notice Date"), and in any event at least one (1) day prior to the emailing of Email Notice, Defendants shall cause a copy of the Long-Form Notice, substantially in the form annexed hereto as Exhibit A-2, to be published on the Settlement Website;

c. Not later than thirty (30) days following the date of this Order, and in any event at least one (1) day prior to the sending of Email Notice, Defendants shall (i) establish the Settlement Website and (ii) ensure nationwide access to the Settlement Website by registering the Settlement Website with Google, establishing web links from the Defendants' Websites, and including the Settlement Website on Email Notice and Postcard Notice to Class members.

6. The Court approves, as to form and content, the Email Notice and the Long-Form Notice and approves as to content the Postcard Notice (collectively the "Notices"), and finds that

the emailing and other distribution and publication of the Notices substantially in the manner and form set forth in Paragraph 5 of this Order satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitutes the best notice practicable under the circumstances.

7. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement and those relating to claims not released by the Settlement, are hereby stayed and suspended until further order of this Court.

8. At least seven (7) days prior to the date fixed by this Court for the Fairness Hearing, Defendants and/or the Settlement Administrator shall cause to be served on Class Counsel and filed with the Court affidavits or declarations of the person or persons under whose general direction the emailing and other distribution and publication of the Notice shall have been made, showing that such emailing and other distribution and publication have been made in accordance with this Order.

9. Defendants may retain the Garden City Group as the Claims Administrator to supervise and administer the notice procedure, process Authentication Forms, and administer the Settlement.

10. A hearing (the "Fairness Hearing") shall be held before this Court on \_\_\_\_\_, 2007 at \_\_\_\_\_ at the United States District Court, District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801, for the purpose of: (i) determining whether the preliminary certification of the Settlement Class herein should be made final; (ii) determining whether the Settlement should be approved as fair, reasonable and adequate to the Settlement Class members, and whether the Judgment should be entered; (iii) considering Class Counsels' application for an award of attorneys' fees and payment of costs and

expenses; (iv) hearing and determining any objections to the Settlement or Class Counsels' application for an award of attorneys' fees and expenses; and (v) rule on such other matters as the Court may deem appropriate.

11. On or before [21 days prior to the Fairness Hearing], counsel for the Parties shall cause to be served on each other and filed with the Court such further papers as they desire to be considered by the Court in support of the proposed Settlement, certification of the Settlement Class, Class Counsels' request for an award of attorneys' fees and reimbursement of expenses, and the proposed Judgment.

12. Any Class member may be heard and/or appear at the Fairness Hearing to show cause why the proposed Settlement should or should not be approved as fair, reasonable and adequate and why Judgment should or should not be entered thereon; why the Settlement Class should not be certified; or why Class Counsel should or should not be awarded attorneys' fees and payment of expenses in the amounts sought by Class Counsel; *provided, however,* that no Class member shall be heard or be entitled to contest the approval of the terms and conditions of the proposed Settlement, the Judgment to be entered, the certification of the Settlement Class, or Class Counsels' application for an award of attorneys' fees and payment of expenses, unless on or before [21 days prior to the Fairness Hearing], the Class member has served by hand or by first-class mail written objections (which comply with the requirements of Section VIII(c) of the Long-Form Notice) and copies of any supporting papers and briefs upon Class Counsel:

Michael L. McGlamry  
 Wade H. Tomlinson  
 Pope, McGlamry, Kilpatrick,  
 Morrisson & Norwood, LLP  
 3455 Peachtree Road, N.E.  
 Suite 925  
 Atlanta, GA 30326

Wilson F. Green  
 Battle, Fleenor, Green, Winn  
 & Clemmer LLP  
 505 N. 20th Street  
 Suite 1150  
 Birmingham, AL 35203

Carmella P. Keener  
Rosenthal, Monhait & Goddess, P.A.  
919 Market Street, Suite 1401  
P.O. Box 1070  
Wilmington, DE 19801-1070

and upon Defendants' Counsel:

Michael O'Neil  
Paula D. Friedman  
DLA Piper US LLP  
203 N. LaSalle Street, Suite 1900  
Chicago, IL 60601

William Lafferty  
Morris, Nichols, Arsh  
& Tunnell LLP  
1201 N. Market Street  
Wilmington, DE 19801

and has filed, on or before [14 days prior to the Fairness Hearing], the objections, papers and briefs showing due proof of service upon all counsel identified above with the Clerk of the United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Wilmington, DE 19801.

13. Any member of the Class who does not object in the manner prescribed above shall be deemed to have waived and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the proposed Settlement, the Judgment to be entered thereon, or Class Counsel's application for an award of attorneys' fees and payment of expenses, unless otherwise ordered by the Court.

14. In the event any member of the Class timely serves and files written objections, as set forth above, Class Counsel and Defendants' Counsel may, as they deem appropriate, submit reply papers, which shall be filed and served on or before seven (7) days prior to the Fairness Hearing.

15. Any member of the Class may enter an appearance in this Action, at his or her own expense, individually or through counsel of his or her own choice. If a member of the Class does not enter an appearance, he or she will be represented by Class Counsel.

16. Any member of the Class who does not opt out, in accordance with instructions provided in the Notice, postmarked on or before [14 days prior to the Fairness Hearing], shall be bound by the proposed Settlement provided for in the Stipulation and by any judgment or determination of the Court affecting members of the Class.

17. No member of the Class shall have any claim against Lead Plaintiff or Class Counsel based on the Injunctive or In-Kind Relief made substantially in accordance with the Orders of the Court. No Class member shall have any further rights or recourse against or as to the Defendants for any matter related to the distributions of In-Kind Relief or the process generally.

18. In order to be entitled to participate in the In-Kind Relief provided in the Settlement, a Class Member must timely complete and submit an Authentication Form, in a form substantially similar to that available on the Settlement Website, either on-line at the Settlement Website, or via mail to the Settlement Administrator:

Townes Settlement  
c/o The Garden City Group, Inc.  
P.O. Box 9114  
Dublin, OH 43017-4114

To be valid and accepted, an Authentication Form must be postmarked on or before seventy-five (75) days after entry of the Judgment finally approving the Settlement. Any Class Member who does not timely submit a valid Authentication Form shall not be entitled to share in the In-Kind Relief set forth in the Settlement, except as specifically ordered by the Court, but nonetheless shall be barred and enjoined from asserting any of the Released Claims.

19. Neither the existence of the Stipulation and/or the Settlement nor the provisions contained therein shall be deemed: (i) a presumption, concession or admission by any of the

Defendants of any wrongdoing, liability or default as to any facts or claims which were or could have been alleged or asserted in the Action or any other action or proceeding, or as a concession of jurisdiction in any other action or proceeding; or (ii) a presumption, concession or admission by any of the Defendants that certification of a class, other than for settlement purposes, would be appropriate; or (iii) an admission of the infirmity of any claim against any of the Defendants or of any inability of Plaintiff to establish the liability of any of the Defendants. The Stipulation, the Settlement and this Order are not intended to be interpreted, construed, deemed, invoked, offered or received in evidence or otherwise used by any person in any action or proceeding other than any proceedings as may be necessary to consummate or enforce the Stipulation, the Settlement or the Judgment.

20. The Court shall retain continuing jurisdiction over the Settlement and the administration thereof. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

21. In the event the Settlement as set forth in the Stipulation is terminated or cancelled or fails to become effective for any reason, then the shall proceed in all respects as if the Stipulation, and related orders had not been executed and without prejudice in any way from the negotiation, fact, or terms of the Settlement. The Stipulation and the Settlement, in such event, shall be subject to Federal Rule of Evidence 408 and shall not entitle any Party to recover any costs incurred in connection with the implementation of the Stipulation or Settlement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_, 2007

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JOSEPH J. FARNAN, JR.  
UNITED STATES DISTRICT JUDGE

# EXHIBIT A-1

Subject: Federal Court's Notice of Proposed Class Action Settlement. Please Read.

***Robert V. Townes, IV v. TransUnion LLC and TrueLink, Inc., Case No. 04-1488 (USDC, District of Delaware)***

**A FEDERAL COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER. THIS IS NOT A SOLICITATION FROM TRANSUNION OR TRUELINK TO PURCHASE ANYTHING.**

**PLEASE READ.**

You may be eligible to receive a benefit from a class action settlement if you purchased, paid for and received a credit score or credit monitoring offering from a TransUnion or TrueLink website (truecredit.com, transunion.com, transunioncs.com, knowyourloanrate.com and freecreditprofile.com) between December 1, 1999 and \_\_\_\_\_, 2007.

A federal court has directed that this notice be sent to inform you of a proposed class action settlement. Records show that you entered into an agreement with a TransUnion and/or TrueLink entity (through a website) between December 1, 1999 and \_\_\_\_\_, 2007 to purchase one or more of the following "Offerings": credit score, credit monitoring (offered at various times under one or more of the following names: TransUnion Credit Monitoring, TransUnion Credit Monitoring Unlimited, Credit Monitoring, Weekly Credit Alerts, Credit Watch, TransUnion Credit Alerts, 3-Bureau Credit Monitoring, Credit Inform, Credit Monitor, ID Fraud Watch, Free Credit Profile and Credit Monitoring Plus FICO Score), Debt Analysis, Borrowing Power Analysis, or knowyourloanrate mortgage preparation kit (offered at various times as Mortgage Rate Wizard or Mortgage Rate Simulator). All individuals, regardless of where they reside, who, between December 1, 1999 and the date of entry of the Hearing Order, entered into an agreement with any of the Defendants to purchase any of the

Offerings through Defendants' Websites, but did not later obtain a complete refund from any source, and received said Offering. "Settlement Class" or "Class," however, shall not include: (i) all judicial officers in the United States and their families through third degree of relationship; (ii) all officers, directors, employees or counsel of the Released Parties; (iii) all persons who have already settled or otherwise compromised their claims against the Defendants; (iv) all persons who Opt-Out; and (v) all persons who are named plaintiffs in any action pending against any of the Defendants on the date of entry of the Hearing Order wherein the recovery sought is encompassed by the Released Claims.

The Settlement will resolve a lawsuit in which claims are made that TransUnion LLC ("TransUnion") and TrueLink, Inc. ("TrueLink") (collectively, the "Defendants") violated the Federal Credit Repair Organizations Act and similar state laws. Under the Settlement, the Defendants deny that they are liable, but have agreed to make certain changes to the Offerings and to the advertising and marketing of the Offerings. In addition, a Settlement Class member who purchased an Offering from one of the Defendants will receive 3 free months of Trans Union Credit Monitoring from the Defendants. You will not be required to purchase anything. These benefits are truly free. All that is necessary is for you to fill out an Authentication Form to protect your privacy rights. Trans Union Credit Monitoring is a valuable benefit.

**Trans Union Credit Monitoring is offered for sale by both TransUnion and TrueLink. It monitors a consumer's TransUnion credit file, and also provides unlimited access to your credit report and score. The current retail value of Trans Union Credit Monitoring is \$9.95 per month.**

To see if you are a Class Member and to obtain a full Notice of the proposed Settlement, the required procedures, the Effective Date, the deadlines, your obligations, and your options, you must visit [www.townessettlement.com](http://www.townessettlement.com). This email is only a brief summary of the full Notice that is posted on the website. You may also obtain the full Notice by calling the Settlement Administrator at 800-

If you are an eligible Settlement Class member you have rights, obligations and options under the proposed Settlement. You have until \_\_\_\_\_, 2007, to make your decision. **Your legal rights are affected whether you act or not.**

#### SUMMARY OF YOUR OPTIONS

##### 1. PARTICIPATE IN THE SETTLEMENT AND SUBMIT AN AUTHENTICATION FORM

In order to receive the free months of Trans Union Credit Monitoring, you need only submit an Authentication Form either on-line or by mail. An Authentication Form may be obtained on-line at [www.townessettlement.com](http://www.townessettlement.com), by calling 1-800-262-0454 or by sending a written request to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. Your Authentication Form must be submitted on-line or postmarked (if sent by mail) not later than 75 days after the Effective Date. For more information on these deadlines, the Effective Date of the Settlement, the Authentication procedure, and the settlement benefits, you may visit [www.townessettlement.com](http://www.townessettlement.com). Do not contact the Court.

##### 2. EXCLUDE YOURSELF FROM THE SETTLEMENT

This is the only option that allows you to bring your own lawsuit against TransUnion and TrueLink. Your request for exclusion must be mailed to the Settlement Administrator and postmarked on or before \_\_\_\_\_, 2007. Do not contact the Court.

##### 3. OBJECT TO OR COMMENT ON THE SETTLEMENT/ATTEND THE HEARING

Write the Court and the Parties about why you do, or do not, support the Settlement or any of its provisions or about speaking to the Court about the fairness of the Settlement. The Court will hold a hearing on August 9, 2007, at 10:00 a.m. Your objection must be filed with the Court and served on counsel for the Parties on or before \_\_\_\_\_, 2007.

##### 4. DO NOTHING

You will automatically be included in the Settlement Class and give up your right to be part of any other lawsuit regarding the Offerings, and you will not be eligible to receive the economic relief unless you submit an Authentication Form.

#### ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARD:

Counsel for the Settlement Class have pursued the Litigation on a contingent basis and have paid all the costs of the Litigation. These lawyers have not yet been paid or recovered any of their expenses. As part of the Settlement, Class Counsel will seek up to \$1.3 million in attorneys' fees and expenses. The Court will determine a reasonable fee and expense award at the Fairness Hearing based on Class Counsel's Fee and Expense Application and responses thereto. Defendants will not oppose Class Counsel's Fee and Expense Application. Class Counsel will also ask the Court to approve a \$7,500 Incentive Award to the Plaintiff Robert V. Townes, IV. None of these payments will reduce the benefits you receive. Any money the Court awards Class Counsel and the Plaintiff will be paid by the Defendants.

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To get complete information about the proposed Settlement, the Authentication Form, the Effective Date, the deadlines, your obligations, and your options, you must visit [www.townessettlement.com](http://www.townessettlement.com). Do not contact the Court.

Please do not reply to this message. We are unable to respond to inquiries sent in reply to this email. To contact us, please access the official Settlement Website at [www.townessettlement.com](http://www.townessettlement.com).

## EXHIBIT A-2

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE**

***Robert V. Townes, IV v. TransUnion LLC and TrueLink, Inc.***  
**Case No. 04-1488**

**NOTICE OF SETTLEMENT OF CLASS ACTION,  
FAIRNESS HEARING AND AUTHENTICATION PROCEDURE**

You may be eligible to receive a benefit from a class action settlement if you purchased and paid for a credit score or credit monitoring from a TransUnion or TrueLink website ([truecredit.com](http://truecredit.com), [transunion.com](http://transunion.com), [transunioncs.com](http://transunioncs.com), [knowyourloanrate.com](http://knowyourloanrate.com) or [freecreditprofile.com](http://freecreditprofile.com)), between December 1, 1999 and \_\_\_\_\_ 2007.

*A Federal Court ordered this notice. This is not a solicitation from a lawyer. This is not a solicitation from TransUnion or TrueLink to purchase anything.*

| <b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>        |   |  |
|---|---|--|
| <b>YOUR RIGHT AND OPTIONS</b>                                   | <b>WHAT THEY MEAN</b>   | <b>DEADLINES</b>   |
| PARTICIPATE IN THE SETTLEMENT AND SUBMIT AN AUTHENTICATION FORM | In order to receive 3 months of TransUnion Credit Monitoring <b>free</b> , you must submit an Authentication Form either on-line or by mail. Authentication is a simple process to assure that TransUnion, TrueLink and class members' privacy rights are protected, and to assure that only class members receive the <b>free</b> TransUnion Credit Monitoring benefit. An Authentication Form may be obtained on-line at <a href="http://www.townessettlement.com">www.townessettlement.com</a> or by calling 1-800_____. | Authentication Form must be submitted on-line or postmarked no later than 75 days after the Effective Date.<br><br>To check on the Effective Date, visit <a href="http://www.townessettlement.com">www.townessettlement.com</a> or call 1-800-_____. Do not contact the Court. |
| EXCLUDE YOURSELF FROM THE SETTLEMENT                            | If you exclude yourself, you will not be eligible for any settlement benefit. This is the only option that allows you to bring your own lawsuit against TransUnion or TrueLink over the claims in this case.  | Requests for Exclusion must be mailed to the Settlement Administrator and postmarked on or before _____, 2007.   |
| OBJECT OR COMMENT ON THE SETTLEMENT AND/OR ATTEND THE HEARING   | Write the Court and the Parties about why you do, or do not, support the Settlement or any of its provisions. Ask to speak to the Court about the fairness of the Settlement.   | Objections to the Settlement or requests to speak at the Hearing must be filed with the Court and served on Counsel for the parties on or before _____. 2007.  |
| DO NOTHING  | You will automatically be included in the Settlement Class and give up your right to be part of any other lawsuit about the claims in this case, but you will not be eligible to receive the economic relief unless you submit an Authentication Form.  | None   |

**I. THE LITIGATION:**

On December 1, 2004, Robert V. Townes, IV filed suit against TransUnion, LLC ("TransUnion") and TrueLink, Inc. ("TrueLink") in the United States District Court for the District of Delaware. Mr. Townes alleged that TransUnion and TrueLink had violated federal law (specifically, the Credit Repair Organizations Act ("CROA")) with respect to the marketing, sale and representations they made concerning certain credit score and credit monitoring Offerings sold by TransUnion and TrueLink (on their websites, [truecredit.com](http://truecredit.com), [transunion.com](http://transunion.com), [transunioncs.com](http://transunioncs.com), [knowyourloanrate.com](http://knowyourloanrate.com) and [freecreditprofile.com](http://freecreditprofile.com)). Plaintiff alleged that TransUnion and TrueLink were credit repair organizations because they sold services for the express or implied purpose of improving a consumer's credit record, credit history or credit rating, and, failed to comply with the requirements of the CROA statute. Mr. Townes also alleged a claim under state law that

TransUnion and TrueLink were unjustly enriched by payments made for the offerings. Mr. Townes brought suit on his own behalf and on behalf of all consumers who purchased certain credit score and credit monitoring Offerings from TransUnion or TrueLink since December 1, 1999. Mr. Townes sought the recovery of damages and attorney's fees.

## **II. THE DEFENDANTS' POSITION:**

TransUnion and TrueLink (collectively called the "Defendants") deny all allegations of wrongdoing in this Litigation and contend that they complied with all applicable laws. Nevertheless, Defendants desire to settle the Litigation solely to avoid the burden, expense, risk and uncertainty of continuing the proceedings, and for the purpose of putting to rest the controversies at issue.

## **III. PRELIMINARY RULING BY THE COURT AND NOTICE:**

On \_\_\_\_\_, 2007, the Court entered a Hearing Order which preliminarily certified the Settlement Class for purposes of the Settlement and directed that this Notice of the proposed Settlement be sent to the Settlement Class. The purpose of this Notice is to advise you of your rights with respect to the proposed Settlement and that the Court will hold a Fairness Hearing on August 9, 2007 to determine whether to approve the Settlement.

This Notice is only a summary of the terms of the Settlement of the Litigation. The complete terms of the Settlement are set forth in a Stipulation of Settlement Between Lead Plaintiff and Defendants (the "Stipulation"), which is on file with the Court identified, and which also may be downloaded from the "Settlement Website" located at [www.townessettlement.com](http://www.townessettlement.com). In the event there is any conflict between this Notice and the Stipulation, the terms of the Stipulation shall control, because it and the orders of the Court are the official documents governing the Settlement.

## **IV. SETTLEMENT CLASS AND CLASS COUNSEL:**

The following Settlement Class has been conditionally certified. If you are a member of the Class described here, the proposed Settlement will affect your legal rights. Please read this Notice carefully.

All individuals, regardless of where they reside, who, between December 1, 1999 and \_\_\_\_\_, entered into an agreement with any of the Defendants to purchase any of the Offerings through Defendants' Websites, but did not later obtain a complete refund from any source, and received said Offering. "Settlement Class" or "Class," however, shall not include: (i) all judicial officers in the United States and their families through third degree of relationship; (ii) all officers, directors, employees or counsel of the Released Parties; (iii) all persons who have already settled or otherwise compromised their claims against the Defendants; (iv) all persons who Opt-Out; and (v) all persons who are named plaintiffs in any action pending against any of the Defendants on \_\_\_\_\_, where the claims asserted or recovery sought is encompassed by the Released Claims.

An Offering is defined as those products or services offered by TransUnion or TrueLink through the Defendants' Websites and purchased by consumers through the Defendants' Websites and are further identified as including one or more of the following: credit score, credit monitoring (offered at various times under one or more of the following names; TransUnion Credit Monitoring, TransUnion Credit Monitoring Unlimited, Credit Monitoring, Weekly Credit Alerts, Credit Watch, TransUnion Credit Alerts, 3-Bureau Credit Monitoring, Credit Inform, Credit Monitor, ID Fraud Watch, Free Credit Profile and Credit Monitoring Plus FICO Score); Debt Analysis; Borrowing Power Analysis; and knowyourloanrate mortgage preparation kit (offered at various times as Mortgage Rate Wizard or Mortgage Rate Simulator).

The Court has appointed Pope, McGlamry, Kilpatrick, Morrison & Norwood LLP and Battle, Fleenor, Green, Winn & Clemmer LLP as Class Counsel.

## **V. SETTLEMENT BENEFITS:**

If the Court approves the proposed Settlement at the Fairness Hearing scheduled for August 9, 2007, the Defendants will provide the following benefits to the Settlement Class Members:

### **A. CHANGES DEFENDANTS WILL MAKE TO THE OFFERINGS AND ASSOCIATED LITERATURE:**

Defendants will make certain changes to the Offerings and to "Associated Literature." Associated Literature includes all marketing and advertising used in connection with the Offerings, including radio, television, print, and internet banner advertisements, email campaigns, newsletters, marketing and advertising statements contained in Defendants' websites, internet keyword purchases/auctions, metatag embedment, and search engine optimization. Defendants agree to implement the following changes within 60 days after the Effective Date:

1. Defendants agree that their Offerings and Associated Literature will not use the following terms: "improve," "enhance," "boost," "raise" and "increase" in the same phrase as the term "score" or "rating;" however, an exception will be allowed when discussing hypothetical examples of how actions may affect a score in any score simulation tool;

2. Defendants agree that their Offerings and Associated Literature will not use the phrases "credit repair," "credit rebuilding," "credit fix," "repair your credit," "fix your credit" or combinations of those words; provided however, that the Defendants may use such terms in the disclaimer described in Paragraph 5 below and are not inhibited from communicating a consumer's rights under the FCRA, FACTA or equivalent state statutes;

3. Defendants agree that their Offerings and Associated Literature will not use the terms "advice," "tips," "suggestions" and "instructions" in the same phrase as the terms "improving," "enhancing," boosting," "raising" and "increasing" a credit score or credit rating;

4. Defendants agree that their Offerings and Associated Literature that refer to a score simulation tool and any features thereof will add an explanation regarding the general nature of the simulated score associated with a score simulation tool, and will not suggest that the simulated score is "always" (or its equivalent) predictive of one's actual score;

5. A disclaimer that Defendants are not credit repair organizations, or similarly regulated organizations under other applicable laws, and do not provide credit repair advice, shall be prominently displayed in the Service Agreement in all capital letters and within the first three (3) paragraphs under the "General Terms" heading of the Service Agreement;

6. A disclaimer explaining the Defendants' credit monitoring Offerings monitor only the credit file associated with the purchasing consumer, and do not monitor, compare or cross-reference the credit file associated with the purchasing consumer to any other credit file(s) maintained by the applicable credit bureau(s), shall be (i) prominently displayed in the Service Agreement in all capital letters and within the first three (3) paragraphs under the "General Terms" heading of the Service Agreement, and (ii) displayed on the page of the Defendants' Websites containing the Fighting Identity Theft Worksheet, to the extent any such page exists as of March 1, 2007; and

7. TransUnion agrees to maintain a link to [www.annualcreditreport.com](http://www.annualcreditreport.com) on the [www.transunion.com](http://www.transunion.com) website.

The Parties will request that the Court find that upon implementation of the changes described above, none of the Defendants will fall within the statutory definition of a "credit repair organization" contained in 15 U.S.C. § 1679a or the equivalent term defined in a substantially similar manner contained in a State CROA Statute.

#### **B. BENEFITS THAT DEFENDANTS WILL PROVIDE TO THE SETTLEMENT CLASS:**

Under the Settlement, a Class Member who purchased an Offering from the Defendants is eligible to receive 3 free months of TransUnion Credit Monitoring from the Defendants. **THERE ARE NO PREREQUISITES TO RECEIVING YOUR FREE TRANSUNION CREDIT MONITORING. YOU WILL NOT HAVE TO PURCHASE ANYTHING OR PROVIDE CREDIT CARD INFORMATION. THESE MONTHS OF TRANSUNION CREDIT MONITORING COME WITH NO STRINGS ATTACHED.** IF YOU ARE A CLASS MEMBER AND WISH TO RECEIVE THESE BENEFITS, YOU MUST TIMELY SUBMIT AN AUTHENTICATION FORM TO THE SETTLEMENT ADMINISTRATOR AS DESCRIBED BELOW. **TransUnion Credit Monitoring is offered for sale by TransUnion and TrueLink. It monitors a consumer's TransUnion credit file, and provides unlimited access to your credit report and score. The current retail value of TransUnion Credit Monitoring is \$9.95 per month.**

## **1. OBTAIN AN AUTHENTICATION FORM**

If you are a Class Member and you wish to receive **free** TransUnion Credit Monitoring under this Settlement, you need only complete and submit an Authentication Form. This Authentication Form is necessary to assure that Class Members' privacy rights are protected and to assure that only class members receive the **free** TransUnion Credit Monitoring. The Authentication Form is available at the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com). An Authentication Form may also be requested by calling the Settlement Administrator at 1-800-\_\_\_\_\_ or by sending a written request to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114.

## **2. DEADLINE FOR SUBMISSION OF THE AUTHENTICATION FORM**

The Authentication Form may be completed and submitted On-Line at the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com). The Authentication Form may also be mailed to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. The Authentication Form must be submitted (or, if mailed, postmarked) not later than 75 days after the Effective Date.

The deadline for submission of the Authentication Form is 75 days after the Effective Date. The Effective Date is the date when the settlement will become completely final, all appeals have been resolved, and no one will have a right to seek further appeals of the Settlement. You can visit the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com) to check on the progress of the Settlement and the Effective Date.

## **3. DISTRIBUTION OF FREE TRANSUNION CREDIT MONITORING**

You will receive 3 months of **free** TransUnion Credit Monitoring only if the Court approves the proposed Settlement following the Fairness Hearing on August 9, 2007 and if you timely submit an Authentication Form.

If the Settlement is approved by the Court, you will receive a Benefit Code via email. If your email changes, you must provide the Settlement Administrator with your updated email address, otherwise you may not receive the Benefit Code. You will be able to use this Benefit Code at the Defendants' website in order to obtain your **free** TransUnion Credit Monitoring. Distribution of the Benefit Codes will begin approximately 90 days after the Effective Date and may be staggered over a period of time not to exceed 6 months. You may check the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com) for updates on the Settlement and distribution of the Benefit Codes.

## **4. AUTHENTICATION FORM ASSISTANCE**

You may obtain an Authentication Form by sending a written request to the Settlement Administrator, Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114 or by accessing the website [www.townessettlement.com](http://www.townessettlement.com). You also may call the Settlement Administrator at 1-800-\_\_\_\_\_ between the hours of 9:00 a.m. and 8:00 p.m. Monday through Friday Eastern time to obtain an Authentication Form or to request assistance in filling it out. However, you cannot submit the Authentication Form over the telephone, and must still submit your Authentication Form on-line or by mail by the deadline.

## **VI. ATTORNEYS' FEES, EXPENSES AND INCENTIVE AWARD:**

Counsel for the Settlement Class have pursued the Litigation on a contingent basis and have paid all the costs of the Litigation. These lawyers have not yet been paid or recovered any of their expenses. As part of the Settlement, Class Counsel will seek up to \$1.3 million in attorneys' fees and expenses. The Court will determine a reasonable fee and expense award at the Fairness Hearing based on Class Counsel's Fee and Expense Application and responses thereto. Defendants will not oppose Class Counsel's Fee and Expense Application. Class Counsel will also ask the Court to approve a \$7,500 Incentive Award to Plaintiff Robbie Townes. None of these payments will reduce the benefits you receive. Any money the Court awards Class Counsel and the Plaintiff will be paid by the Defendants.

## **VII. RESULT IF COURT APPROVES THE SETTLEMENT:**

If the Court approves the proposed Settlement, it will dismiss the Litigation and the Defendants will provide the benefits described above to the Settlement Class members who have not excluded themselves from the Class.

Unless you exclude yourself, your rights will be affected. In general terms, the Court's Final Judgment will provide that any Class Member who does not exclude himself from the Settlement will be forever barred from suing TransUnion, TrueLink and any company that is a subsidiary, parent, or corporate affiliate of TransUnion or TrueLink based on the offering, marketing, sale, purchase, delivery, or use of, or representations and advertisements concerning, the Offerings purchased during the applicable class period (12/1/1999 - \_\_\_\_/2007), except claims under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et. seq.* ("FCRA"). You will also be releasing any such claims you may have against TransUnion's and TrueLink's Contractual Associates that receive and acknowledge receipt of the request to make the changes described in paragraph V.A. above. Contractual Associates means any entity which (1) posts a link to a Defendant's Website on its website and receives a commission (or other compensation) for driving traffic to the Defendant's Website; (2) advertises, promotes, markets, provides, and/or sells any Offering; or (3) offers a private label or co-branded version of any of Defendants' Offerings.

The precise terms of the dismissal and release are set forth in Section 2.20 and 2.21 of the Stipulation of Settlement Between Lead Plaintiff and Defendants. If you have any questions about the scope of the release, you should visit [www.townessettlement.com](http://www.townessettlement.com) for more information, or consult a lawyer.

### **VIII. YOUR OPTIONS:**

If you are a member of the Settlement Class, you have the following options:

**A. PARTICIPATE IN THE SETTLEMENT: IF YOU AGREE WITH THE PROPOSED SETTLEMENT, AND WISH TO RECEIVE THE FREE TRANSUNION CREDIT MONITORING, YOU MUST TIMELY SUBMIT AN AUTHENTICATION FORM TO THE SETTLEMENT ADMINISTRATOR AS DESCRIBED ABOVE.** If the Court approves the Settlement, you will receive all the benefits to which you are entitled. You will also release all claims arising from the Offerings you may have against TransUnion and TrueLink. Although not required to do so, if you wish to comment in favor of the Settlement, you may send your comment to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114.

**B. REQUEST TO BE EXCLUDED:** If you wish to be individually excluded from the Settlement Class, the Settlement Administrator must receive a letter or postcard from you that is postmarked on or before \_\_\_\_\_, 2007. Exclusions can only be filed individually – not on behalf of a group or class. Your mailing must include your name, address, last 4 digits of your Social Security Number, email address and telephone number; and an unambiguous statement that you wish to be excluded from the Settlement Class. You must send your request to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. If you do not submit a clear request for exclusion to the proper location or if you do not do so timely, you will be bound by the Settlement Agreement and your claims will be released. If you validly and timely request exclusion from the Settlement Class, you will not be bound by the Final Judgment, and you will not be precluded from instituting or prosecuting any individual claim you otherwise have against the Defendants.

**C. OBJECT TO THE SETTLEMENT:** If you are a member of the Settlement Class and you do not request to be excluded, you may object to the terms of the settlement, to Class Counsel's request for attorneys' fees and expenses, or to the Plaintiffs' Incentive Awards. If you object and the Settlement is approved, you will be barred from bringing your own lawsuit, and you will be bound by the Final Judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and expenses. If you object to the settlement, you must, on or before \_\_\_\_\_, 2007: (1) file with the Clerk of the United States District Court for the District of Delaware, and (2) serve upon C. Neal Pope, Pope, McGlamry, Kilpatrick, Morrison & Norwood, 1111 Bay Avenue, Suite 450, Columbus, GA 31901 (Class Counsel); and Michael O'Neil, DLA Piper US LLP, 203 North LaSalle Street, Suite 1900, Chicago, IL 60601 (counsel for TransUnion and TrueLink) a written objection including: (a) your full name, address and telephone number, (b) the Offering(s) you purchased, the Defendant(s) from which you purchased the Offering(s) and the approximate date(s) of purchase, (c) a written statement of all grounds for the objection accompanied by any legal support for your objection, (d) copies of any papers, briefs, or other documents upon which the objection is based, (e) a list of all persons who will be called to testify in support of the objection, (f) a statement of whether you intend to appear at the Fairness Hearing; (g) a list of other cases in which you or your counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five (5) years, and (h) your signature, even if you are also represented by counsel. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Class members who do not timely make their objections in this matter will waive all objections and shall not be heard or have the right to appeal approval of the Settlement.

D. **Do Nothing:** You will automatically be included in the Settlement Class and give up your right to be part of any other lawsuit regarding the Offerings, and you will not be eligible to receive the economic relief unless you submit an Authentication Form.

**IX. FAIRNESS HEARING:**

A hearing will be held before the United States District Court of the District of Delaware, \_\_\_\_\_ in Courtroom \_\_\_\_\_, on August 9, 2007 at 10:00 a.m. At the hearing, the Court will decide class certification and whether the proposed Settlement is fair, reasonable and adequate and should be approved and, if so, determine what amount of fees and expenses should be awarded to Class Counsel, and what Incentive Awards should be given to the Plaintiffs. The time, date and location of this hearing may be changed by the Court without further notice to you. If you plan to attend the hearing, you should confirm its time, date, and location before making any plans. Information about the hearing date will be posted on the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com).

**X. ADDITIONAL INFORMATION:**

Additional information may be obtained (1) at the Settlement Website at [www.townessettlement.com](http://www.townessettlement.com), (2) by calling the Settlement Administrator at 1-800-\_\_\_\_\_ between the hours of 9:00 a.m. and 8:00 p.m. Monday through Friday Eastern time or (3) by sending correspondence to the Settlement Administrator at Townes Settlement, c/o The Garden City Group, Inc., P.O. Box 9114, Dublin, OH 43017-4114. You may also contact Class Counsel, whose contact information is available at [www.townessettlement.com](http://www.townessettlement.com). PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK.

This Notice is not an expression of any opinion by the Court as to the merits of any claims or defenses asserted by the parties in the Litigation.

BY ORDER OF THE COURT

The Honorable Joseph J. Farnan, Jr.  
United States District Court for the District of Delaware

Dated: \_\_\_\_\_